

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

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PATRICK DONNELLY, individually and on behalf of a class of similarly situated persons and entities,	:	Civ. Action No. 2:12-cv-07629-ES-SCM
Plaintiff,	:	
vs.	:	
NEW JERSEY RE-INSURANCE COMPANY;	:	
ASSURANT INSURANCE GROUP (d/b/a American Bankers Insurance Company of Florida);	:	
FIDELITY NATIONAL PROPERTY & CASUALTY INSURANCE COMPANY (also d/b/a Fidelity National Property & Casualty Insurance Company); HARTFORD FIRE	:	
INSURANCE COMPANY; LIBERTY MUTUAL	:	
FIRE INSURANCE COMPANY; SELECTIVE	:	
INSURANCE COMPANY OF AMERICA;	:	
PHILADELPHIA CONTRIBUTIONSHIP	:	
INSURANCE COMPANY; STATE FARM FIRE AND CASUALTY COMPANY; TRAVELERS	:	
INSURANCE COMPANIES (also d/b/a Standard Fire Insurance Company); and ABC INSURANCE	:	
COMPANIES 1-10 (being fictitious names),	:	
Defendants.	:	

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**STIPULATION DISMISSING  
THE EIGHTH THROUGH THIRTEENTH CAUSES OF ACTION  
WITH RESPECT TO STATE FARM FIRE AND CASUALTY COMPANY**

Plaintiff Patrick Donnelly, individually and as putative class representative ("Plaintiff"), and Defendant State Farm Fire and Casualty Company ("State Farm"), by and through their respective counsel of record, hereby submit the following stipulation.

Whereas (a) in June 2010, State Farm announced its plans for a 12-month phased withdrawal from the National Flood Insurance Program's Write-Your-Own Program; (b)

pursuant to this withdrawal, State Farm subsequently stopped issuing and renewing Standard Flood Insurance Policies ("SFIPs"); (c) at the time of Hurricane Sandy in October 2012, there were no SFIPs issued by State Farm in effect; and (d) the Eighth through Thirteenth Causes of Action of Plaintiff's Complaint assert claims alleged to arise out of SFIPs in effect at the time of Hurricane Sandy, IT IS HEREBY STIPULATED AND AGREED by Plaintiff and State Farm, subject to Court approval, that:

1. Plaintiff hereby dismisses all claims asserted against State Farm in the Eighth, Ninth, Tenth, Eleventh, Twelfth, and Thirteenth Causes of Action in the Complaint.
2. State Farm shall answer, move, or otherwise respond to the remaining Causes of Action in the Complaint on or before March 22, 2013, the date set in the Court's prior Order entered January 30, 2013.

Dated: March 4, 2013

Respectfully submitted,

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*Attorneys for Defendant State Farm Fire and  
Casualty Company*

**ORDER**

IT IS SO ORDERED.

Dated: March \_\_\_\_\_, 2013.

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JUDGE

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing Stipulation was served on all counsel of record via the CM/ECF system.

/s/ David P. Langlois  
David P. Langlois